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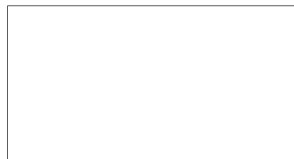
DPD-0111-59  
COPY 1 OF 2

January 2, 1959

Dan:

Attached is our Invoice No. 13287 properly certified for the amount due on Contract No. SC 21-54 as set forth in the latest amendment.

As discussed with [redacted] today, we would appreciate your doing whatever you can to expedite payment of this invoice.



CMH:pma

Enclosure  
(in ~~quadruplicate~~)  
quadruplicate

12

E OF CONTRACT:

PRICE OR COST:

CEILING PRICE OR FEE:

**Pe 'kin-Elmer Cor, ration**

← REMIT TO

MAIN AVENUE  
NORWALK, CONNECTICUT  
TELEPHONE: VICTOR 7-2422

SHIPPED	INV. DATE	INVOICE NO.
		13287
DATE REC'D.	ENTRY DATE	SALES ORDER NO.
		23970
D. O. NO.	O. C. SPEC.	INSPECT. AND ACCEPT.

QUOTE NO.	F.O.B. SELLER'S PLANT UNLESS SPECIFIED:	CUSTOMER'S ORDER NO., REQUISITION NO., AND DATE
		SC 21-54
P. - PREPAID C. - COLLECT	SHIP VIA	SM ST CNTY CY CUST. NO. MKT IC GOV'T. CONTRACT NO.

BILL TO:

CUSTOMER CONTRACT  
SC 21-54CLAUSE CODES  
SECURITY CLASSIFICATION:

UNCLASSIFIED

CONFIDENTIAL

SECRET

4. SOURCE APPROVAL
5. PROGRESS PAYMENT
6. SUBJECT TO RENEGOTIATION
7. PATENT RIGHTS
8. BUY AMERICAN
9. OVERTIME
10. REQ. THROUGH Q. C.
- P. PARTIAL
- C. COMPLETE
- F. FINAL

SHIP TO:

TERMS: 30 DAYS NET - NO CASH DISCOUNT

ITEM	CODE	QTY. ORD.	PART. NO.	DESCRIPTION	UNIT PRICE	QTY. SHIP'D.	TOTAL PRICE
				FINAL PRICE SETTLEMENT			6720141.00
				LESS: ARBITRARY AMOUNT BEING HELD			
				PENDING PROPERTY SETTLEMENT			10000.00
				TOTAL CONTRACT PRICE LESS HOLDBACK			6710141.00
				GROSS BILLINGS ON PAID INVOICES			6175182.2
				GROSS AMOUNT OF THIS INVOICE			534958.71
				PROGRESS PAYMENTS TO DATE	4978771.54		
				LESS LIQUIDATIONS OF ITEM BILLINGS	4711994.15		
				UNLIQUIDATED PROGRESS PAYMENTS			266777.39
				AMOUNT REQUESTED ON THIS INVOICE			268181.37
STAT							69364.50
STAT							198816.83
STAT							

I hereby certify that the above bill is correct and just; that payment therefore has not been received; and all statutory requirements, and all conditions of purchase applicable to the transactions have been complied with; and that State and local sales taxes are not included in the amounts billed.

WE CERTIFY THAT THE PRODUCTS COVERED BY THIS INVOICE HAVE BEEN PRODUCED IN COMPLIANCE WITH THE APPLICABLE REQUIREMENTS OF THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED, AND REGULATIONS ISSUED THEREUNDER.

EXAMINE MATERIAL ON RECEIPT. IF DAMAGED, ENTER CLAIM AGAINST CARRIER AS OUR RESPONSIBILITY CEASES WHEN MATERIAL IS DELIVERED TO CARRIER. CLAIMS FOR SHORTAGE MUST BE MADE WITHIN FIVE DAYS FROM RECEIPT OF GOODS. GOODS WILL NOT BE ACCEPTED FOR CREDIT AFTER 30 DAYS FROM DATE OF INVOICE. REQUEST INSTRUCTIONS IMMEDIATELY FOR RETURN OF REJECTIONS.

## TERMS AND CONDITIONS

1. Taxes - Prices on this order include applicable Federal and Connecticut taxes, excises or other charges, but do not include any other state or local taxes, excises or other charges. Prices are subject to change due to any Federal or State laws taxing raw or processed materials or governing the working hours or compensation of labor.

2. Packing and Loss or Damage in Transit - Materials will be packed for shipment in a manner suitable to the method of shipment specified by Buyer, or to the method selected by Seller in the absence of instructions. Risk of loss or damage to materials in transit is upon the Buyer.

3. Delivery - Shipment schedules are approximate and are based on conditions at the time of acceptance. Seller will make every effort to complete shipment as indicated, but assumes no responsibility or liability for loss or damage by reason of delay or inability to ship caused by acts of God, fires, floods, wars, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any governmental act, regulation or request, shortage of labor, materials or manufacturing facilities, or any other cause or causes beyond Seller's reasonable control. If, by reason of any of these things, Seller's supplies of the materials covered hereby are limited, Seller shall have the right to prorate the available supply in such manner as it, in its discretion, determines.

4. Partial Deliveries - Partial deliveries shall be accepted and paid for at contract prices on maturity of bills therefor. If any part of the material is not delivered by the Seller or is not in accordance with the order, the order for the remainder of the material and the Buyer's obligation thereunder shall not be affected thereby. The Seller may, at its option, replace any or all returned material within a reasonable time after it is finally determined that the returned goods are not in accordance with the contract; and in such event the Seller shall be liable for any damages arising from the defective delivery or delay caused thereby.

5. Inspection on Arrival - The Buyer shall inspect the material immediately on its arrival and shall within five (5) days of its arrival give written notice to the Seller of any claim for shortage or that the material does not conform with the terms of the contract. If the Buyer shall fail to give such notice, the material shall be deemed to conform with the terms of the contract and the Buyer shall be bound to accept and pay for the material in accordance with the terms of the contract.

6. Warranty - Unless otherwise indicated, material to be furnished by Seller is to be within Seller's size, gauge, temper and finish limits as manufactured and subject to Seller's standard tolerances for variations. Seller warrants to the Buyer all material of its manufacture to be furnished hereunder to be free from defects in material and workmanship and to meet applicable specifications. In discharge of this warranty Seller agrees to repair or replace, with reasonable promptness, any material of its manufacture which under proper and normal use shall, within twelve (12) months after delivery to the Buyer, prove to be defective due to faulty material or poor workmanship and which is returned, with transportation charges prepaid, to Seller's factory, provided, however that the Buyer shall have reasonably inspected all material as received and, within five (5) days of receipt of shipment, notified Seller of any apparent defects discovered. In the case of standard parts and accessories to be furnished hereunder but not of Seller's manufacture, Seller's liability hereunder is limited to such adjustment as the manufacturer thereof makes with it. The foregoing warranty and remedy are exclusive and Seller assumes no liability for general or consequential damages claimed to arise in connection with the installation or use of material furnished hereunder, and the Buyer by the acceptance of the material furnished hereunder will assume all liability for any damages which may result from its use or misuse by the Buyer, his or its employees or by others.

7. Indemnity - The Buyer will protect and indemnify the Seller against all claims for damages or profits arising from infringement of patents, designs, copyrights or trade-marks, with respect to all goods manufactured, either in whole or part, to the Buyer's specifications.

8. Dies, Tools or Fixtures - Invoices covering dies, tools and fixtures, whether of a mechanical or optical nature, do not convey any title or interest to the Buyer. Only part of such cost is ordinarily charged the Buyer, while the Seller assumes the remainder and provides engineering time and experience in their design. For these reasons, dies, tools and fixtures remain the property of the Seller and are not removable from the Seller's factory.

9. Modifications - The provisions set forth on the face and back hereof constitute the entire agreement with respect to the sale and purchase of the material specified herein. No deletion, amendment or addition to the terms hereof shall be effected by the acceptance or acknowledgment of a purchase order or other forms unless expressly agreed to in writing signed by an authorized representative of the Seller.